

**BEFORE  
THE PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA  
DOCKET NO. 2019-185-E**

IN RE: South Carolina Energy Freedom Act	)	
(H.3659) Proceeding to Establish Duke	)	
Energy Carolinas, LLC's Standard Offer,	)	
Avoided Cost Methodologies, Form	)	
Contract Power Purchase Agreements,	)	<b>INTERVENOR, SOUTH CAROLINA</b>
Commitment to Sell Forms, and Any	)	<b>SOLAR BUSINESS ALLIANCE, INC.'S</b>
Other Terms or Conditions Necessary	)	<b>FIRST INTERROGATORIES AND</b>
(Includes Small Power Producers as	)	<b>REQUESTS FOR PRODUCTION</b>
Defined in 16 United States Code 796, as	)	
Amended) - S.C. Code Ann. Section 58-	)	
41-20(A)	)	
	)	

Intervenor South Carolina Solar Business Alliance, Inc. ("SCSBA"), pursuant to Reg. 103-833 and S.C. Code Ann. § 58-41-20(J), which requires that "Each electrical utility's avoided cost filing must be reasonably transparent so that underlying assumptions, data, and results can be independently reviewed and verified by the parties and the commission," hereby serves Duke Energy Carolinas, LLC ("DEC") with SCSBA's First Interrogatories and Requests for Production, to be answered separately within twenty (20) days from the date of service hereof. Please set forth DEC's answers separately, after restating the question.

These Interrogatories and Request for Production shall be deemed continuing, and if complete production to any of them is not presently available, and the information becomes available before trial, supplemental production is required at such time as this information becomes available to Plaintiff.

**INSTRUCTIONS**

1. All information shall be provided to the undersigned in the format as requested.
2. All responses to the below Interrogatories and Requests for Production shall be labeled using the same numbers as used herein.

3. If the requested information is found in other places or in other exhibits, reference shall not be made to those, but, instead, the information shall be reproduced and placed in the responses to these Requests for Production in the appropriate sequence.

4. Any inquiries or communication relating to questions concerning clarifications of the data requested below shall be directed to the undersigned.

5. All exhibits shall be reduced to an 8 1/2" x 11" format.

6. Each Request shall be reproduced at the beginning of the response thereto.

7. DEC shall provide the undersigned with responses to these Interrogatories and Requests for Production as soon as possible but **not later than twenty (20) days from the date of service hereof.**

8. If the response to any Requests for Production is that the information requested is not currently available, please state when the information requested will become available.

9. These Interrogatories and Requests for Production shall be deemed continuing so as to require DEC to supplement or amend its responses as any additional information becomes available up to and through the date of trial.

10. If a privilege not to answer a Request is claimed, identify each matter as to which the privilege is claimed, the nature of the privilege, and the legal and factual basis for each such claim.

11. If a refusal to respond to a Request is based on the grounds that same would be unduly burdensome, identify the number and nature of documents needed to be searched, the location of the documents, and the number of hours and costs required to conduct the search.

12. Answer each Request on the basis of the entire knowledge of DEC, including information in the possession of DEC or its consultants, representatives, agents, experts, operating divisions, business divisions, assigns, partners, and attorneys, if any.

13. If any Request cannot be answered in full, respond to the extent possible and specify the reasons for DEC's inability to produce.

**14. Please provide copies of the information responsive to this request in native electronic working format with all data and formulas intact.**

#### **DEFINITIONS**

As used herein, the following terms shall have the meaning and be interpreted as set forth below:

1. "You" or "your" shall refer to DEC, or affiliate, any agent, employee, official, or consultant thereof.

2. The conjunctions "and" and "or" shall be interpreted in each and every instance as meaning "and/or" and shall in neither instance be interpreted disjunctively to exclude any document or information otherwise within the scope of any description or request made herein.

3. "Avoided Cost," "Avoided Cost Rates," "Avoided Cost Methodology," and "Avoided Cost Calculations" shall have the meanings assigned to them under S.C. Code Ann. §§ 58-41-10 and 58-41-20, and shall include without limitation avoided energy, avoided capacity, and the cost of ancillary services produced or consumed by small power producers as provided in S.C. Code Ann. § 58-41-20(B)(3).

4. "Document" shall mean all originals of any nature whatsoever, identical copies and all non-identical copies thereof, pertaining to any medium upon which intelligence or information is recorded in DEC's possession, custody or control, or other tangible objects regardless of where located; including, without limiting the generality of foregoing, punch cards,

print-out sheets, movie film, slides, photographs, records, work papers, source documents, microfilm, notes, letters, memoranda, ledgers, worksheets, books, magazines, notebooks, diaries, calendars, appointment book registers, charts, cable, papers, agreements, contracts, purchase orders, acknowledgements, invoices, authorizations, budgets, analyses, projections, transcripts, minutes of meeting of any kind, correspondence, telegrams, drafts, data processing disks or tapes, or computer-produced interpretations thereof, instructions, announcements, schedules, and price list. Media includes data on computers, laptop computers, netbook computers, cell phones, telephones, PDA's, Blackberry's or Blackberry type devices, smart phones, external hard drives and flash drives or storage devices of any type, of DEC and specifically includes the computer and or laptop computers utilized by Representatives of DEC. Media means media, as broadly as the term "media" may be defined, that contains electronic data, as to the Interaction between SCSBA and DEC.

5. "Identify" or "identity" used with reference to an individual means to state his or her full name, present or last known address, present or last known position and business affiliation, and employer, title, and position at the same time in question.

6. "Identify" or "identity" used with reference to a writing means to state the date, author, type of document (e.g. letter, memorandum, telegram, chart, note, application, etc.) or other means of identification, and its present location or custodian. If any such document is no longer in DEC's possession or subject to their control, state what disposition was made of the document(s).

7. All references to the singular contained herein shall be deemed to include the appropriate plural number and all references to the plural shall be deemed to include the singular.



All references to the masculine gender contained herein shall be deemed to include the appropriate feminine and neuter genders.

### **INTERROGATORIES**

1. With respect to any production cost modeling or other modeling used in support of any Avoided Cost Methodology or Calculation considered or proposed by You in this docket, please provide:

- a. A table of Load and Resource assumptions and calculations, on an hourly basis, for each day of each year analyzed;
- b. A detailed explanation of how capacity value was derived for each QF technology analyzed;
- c. All capital cost and financial assumptions used for a marginal generation capacity unit;
- d. Hourly loss of load probability (LOLP) values under the base case and all change case(s) analyzed;
- e. Hourly load shape for each year of the avoided cost period analyzed;
- f. A Capacity Outage Probability table;
- g. Heat rate and variable O&M costs for each generator included in the production cost simulation;
- h. Hourly dispatch of each generator included in the production cost simulation; and
- i. Hourly quantity of imports and exports in the production cost simulation.

**REQUESTS FOR PRODUCTION**

1. Please produce all documentation, studies, workpapers, and databases or data relied on by You in support of Your proposed Avoided Cost Methodology and Avoided Cost Calculations in this docket (or any element thereof, including but not limited to energy, capacity, or ancillary services), including but not limited to all datasets, ranges of inputs, or other inputs to computer models used in such calculations.

2. With respect to any production cost modeling or other modeling used in support of any Avoided Cost Methodology or Calculation considered or proposed by You in this docket, please produce all documentation relating to:

- a. The production profiles utilized to model each QF technology analyzed, for each hour of each year included in the calculation;
- b. The marginal cost of generation (in \$/MWh) for each hour over the avoided cost period analyzed, under (if applicable) both the base case and the change case(s);
- c. All forecast(s) of commodity prices used in production cost modeling, including but not limited to gas, coal, oil, power, capacity, and emissions;
- d. Load and Resource assumptions and calculations;
- e. The calculation of capacity value(s) for each QF technology analyzed;
- f. Capital cost and financial assumptions used for a marginal generation capacity unit;
- g. Hourly loss of load probability (LOLP) values under the base case and QF case(s);
- h. Hourly load shape for each year of the avoided cost period analyzed;
- i. A Capacity Outage Probability table;

- j. Heat rate and variable O&M costs for each generator included in the production cost simulation;
  - k. Hourly dispatch of each generator included in the production cost simulation; and
  - l. Hourly quantity of imports and exports in the production cost simulation.
  - m.
3. Please produce all documents and information in Your custody or control relied on or related to Your Response to Interrogatory No. 1.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: s/ Weston Adams, III

Weston Adams, III (SC Bar No. 64291)  
E-Mail: weston.adams@nelsonmullins.com  
1320 Main Street / 17th Floor  
Post Office Box 11070 (29211-1070)  
Columbia, SC 29201  
(803) 799-2000

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Columbia, South Carolina

Counsel for South Carolina Solar Business Alliance, Inc.